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LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

RECORDATION NO. 7153-B Filed 1425

DAVID M. YEARWOOD
GENERAL ATTORNEY

JUN 28 1979 - 3 30 PM

INTERSTATE COMMERCE COMMISSION June 15, 1979

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

no. 9-1524649
Date JUN 28 1979
Fee \$ 10.00
ICC Washington, D. C.

Dear Mr. Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of June 15, 1979 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released and transferred to Louisville and Nashville Railroad Company a 70-ton box car bearing the Railroad's road number 102116 that is subject to a Conditional Sale Agreement dated as of July 1, 1973 between ACF Industries Incorporated and Louisville and Nashville Railroad Company, which was filed and recorded with the Interstate Commerce Commission on September 11, 1973 and assigned Recordation No. 7153.

FEE OPERATION SR.
I.C.C.

JUN 28 3 22 PM '79

RECEIVED

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K Street, N. W.
Washington, D. C. 20008

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

Attachment

7153-B

RECORDATION NO. 7153-B
Filed 1425

JUN 28 1979 - 3 32 PM

Counterpart No. 1

Of 4 Counterparts

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT OF PARTIAL RELEASE, dated as of the 15th day of June, 1979, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile" and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of July 1, 1973, hereinafter called the "Conditional Sale Agreement", by and between ACF Industries Incorporated (therein and herein called "Vendor"), and the Railroad, it was agreed, among other things, that the Vendor would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendor and accept delivery thereof and pay for 100 70-ton box cars constructed by the Vendor, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of July 1, 1973, hereinafter called the "Assignment", between the Vendor and Mercantile, the Vendor sold, assigned, transferred

and set over to Mercantile, its successors and assigns, all the right, title and interest of the Vendor under the Conditional Sale Agreement (except certain rights excluded as set forth in Section 2 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 11, 1973, and assigned Recordation No. 7153; and

WHEREAS, Article 8 of the Conditional Sale Agreement requires, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences, for which settlement has not been made, exceeds \$100,000, the Railroad shall pay to Mercantile a sum equal to the aggregate Casualty Value of such cars; and

WHEREAS, a 70-ton box car subject to the Conditional Sale Agreement and bearing the Railroad's road number 102116 has suffered a Casualty Occurrence, and is hereinafter referred to as the "Destroyed Car"; and

WHEREAS, the Railroad desires to obtain the release of said Destroyed Car prior to the date settlement of the Casualty Value therefore is required in order that it may dispose of the Destroyed Car, and Mercantile is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release said Destroyed Car from the terms of the Conditional Sale Agreement and the Assignment and the Railroad agrees to make settlement for the Casualty Value of the Destroyed Car, together with such other cars subject to the Conditional Sale Agreement which have suffered Casualty Occurrences as and when required by Article 8 of the Conditional Sale Agreement and to continue to make payments, and interest thereon, for the Destroyed Car until such Casualty Value payment is made.

The Railroad does hereby release and discharge Mercantile, its successors and assigns, from any and all liability arising or in any manner resulting from said Conditional Sale Agreement with respect to the Destroyed Car.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Railroad have caused this Agreement to be signed in their behalf,

respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE-DEPOSIT AND TRUST COMPANY

By


Assistant Vice President

(Corporate Seal)

ATTEST:



CORPORATE TRUST OFFICER

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By


Assistant Vice President

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
)
CITY OF BALTIMORE) SS:

On the 27th day of June, 1979, before me personally appeared R.E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Flora H. Miller
Notary Public

My Commission expires July 1, 1982.

Notarial Seal

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On the 20th day of June, 1979, before me personally appeared W. R. Lindahl, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon W. Bowles
Notary Public

My Commission expires July 26, 1982.

Notarial Seal